

MuckRock News
DEPT MR 78016
411A Highland Ave
Somerville, MA 02144-2516
78016-56324732@requests.muckrock.com

Check Enclosed for \$4.17

Saint Louis County PD
The Missouri Sunshine Law Office
7900 Forsyth Blvd
St. Louis, MO 63105

September 13, 2019

This is a follow up to a previous request:

To Whom It May Concern:

Please find enclosed a check for \$4.17 to satisfy the fee associated with the attached public records request.

Thank you.

Filed via MuckRock.com
E-mail (Preferred): 78016-56324732@requests.muckrock.com

For mailed responses, please address (see note):

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PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

On Sept. 12, 2019:

Subject: RE: The Missouri Sunshine Law Request: ICE MOUs/MOAs (Saint Louis County PD)

To Whom It May Concern:

Please find enclosed a check for \$4.17 to satisfy the fee associated with the attached public records request.

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On July 29, 2019:

Subject: RE: The Missouri Sunshine Law Request: ICE MOUs/MOAs (Saint Louis County PD)

Correct, and by "delegations of authority" I meant any specific authorization to operate within Saint Louis County or to use SLC PD information or resources.

On July 29, 2019:

Subject: RE: The Missouri Sunshine Law Request: ICE MOUs/MOAs (Saint Louis County PD)

Good afternoon Ms. Best:

In order to assist you with your below request received on today's date, I want to make sure I understand your request.

Are you requesting MOA and MOU between the St. Louis County Police Department and Immigration and Enforcement dealing with information sharing, or prisoner/detainee transfer agreements or delegations of authority? Also, can you please clarify exactly what you mean by, "delegations of authority"?

Regards,

Lieutenant Francis Gomez
St. Louis County Police Department
Bureau of Central Police Records
7900 Forsyth Blvd.
St. Louis, MO 63105
(314) 615-0381

On July 26, 2019:

Subject: The Missouri Sunshine Law Request: ICE MOUs/MOAs (Saint Louis County PD)

To Whom It May Concern:

Pursuant to the The Missouri Sunshine Law, I hereby request the following records:

Copies of any Memoranda of Agreement (MOAs), Memoranda of Understanding (MOUs), memoranda of agreement or other liaison, information sharing or prisoner/detainee transfer agreements or delegations of authority with or involving Immigration and Customs Enforcement signed or otherwise put into effect between March 1, 2003 and the present.

I am a member of the news media and request classification as such. I have previously written about the government and its activities, with some reaching over 100,000 readers. As such, as I have a reasonable expectation of publication and my editorial and writing skills are well established. In addition, I discuss and comment on the files online and make them available through non-profits such as the Internet Archive and MuckRock, disseminating them to a large audience. While my research is not limited to this, a great deal of it, including this, focuses on the activities and attitudes of the government itself. As such, it is not

MEMORANDUM OF UNDERSTANDING

between

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS**

and

St. Louis County Police Department

regarding

**THE DESIGNATION OF St. Louis County Police Department EMPLOYEES
AS CUSTOMS OFFICERS (EXCEPTED)**

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and St. Louis County Police Department.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of MO CONST. Art. 6, § 16 and MO ST 70.220.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of St. Louis County Police Department.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), HSI is not conveying the authority to enforce administrative violations of immigration law.

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of St. Louis County Police Department to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of St. Louis County Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

St. Louis Co Police Dept agrees:

- a. That only sworn law enforcement officers of St. Louis County Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
 - b. To schedule periodic meetings to review this MOU, as required.
6. **REPORTING AND DOCUMENTATION.** HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and St. Louis County Police Department.

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. **POINTS OF CONTACT.**

HSI Office: HSI St. Louis
Name: Scott Francis
Title: Group Supervisor
Address: 1222 Spruce Street. Room 7.303A
St. Louis, MO 63103
Telephone Number: +1 (314) 244-9921
Fax Number: +1 (314) 241-4198
E-mail Address: Thomas.s.Francis@ice.dha.gov

St. Louis Co Police Dept :
Name: JOYCE HILL
Title: SUPERVISOR, FISCAL SERVICES
Address: 7900 FORSYTH BLVD
ST LOUIS, MO 63105
Telephone Number: +1 (314) 615-7176
Fax Number: +1 (314) 615-5253
E-mail Address: JHILL@STLOUISCO.COM

7. **OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.
9. **MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.
10. **TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:


Name of HSI Official: James M. Gibbons
Special Agent in Charge
Chicago, IL

Title of HSI Official
Homeland Security Investigations
U.S. Immigration and Customs Enforcement

Date: 11-28-17


Name of SLCPD's Official: JON BELMAR

CHIEF OF POLICE
Title of SLCPD's Official
Name of SLCPD's Agency

Date: 11-20-17